

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CRAIG CUNNINGHAM

v.

WATTS GUERRA, LLP; et al.

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CIVIL ACTION NO. 5:22-cv-363-OLG

AFFIDAVIT OF MIKAL C. WATTS

STATE OF TEXAS *
 *
COUNTY OF BEXAR *

I, Mikal C. Watts, being duly being sworn on oath, depose, state, and declare as follows:

1. I am over 18 years of age, and I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts stated in this affidavit and affirm that they are true and correct.
2. I am named personally as one of the defendants in the above-entitled matter.
3. I am one of the partners in Watts Guerra LLP, which is a Texas limited liability partnership. I am also one of the partners in Watts Guerra LLC, which is a limited liability company that represents mass tort cases in the United States and Puerto Rico. For purposes of this affidavit, I will refer to both firms collectively and interchangeably as "Watts Guerra," although Plaintiff in this case has named only Watts Guerra LLP as a defendant.
4. This Affidavit is submitted in support of Defendants' Motion for Summary Judgment.
5. Watts Guerra LLP, and I personally, represent thousands of clients in claims against the manufacturers of Zantac (brand name of the generic drug ranitidine) for knowingly concealing and marketing this dangerous, cancer-causing drug for over 30

years.

6. Our partner Alicia O'Neill is the Managing Partner of our Mass Tort Offices and makes all recommendations regarding contracting advertising companies and vendors to Frank Guerra and me. We also task her with requesting approval from us and then making payments to the advertising companies and tracking their progress and reporting to us.

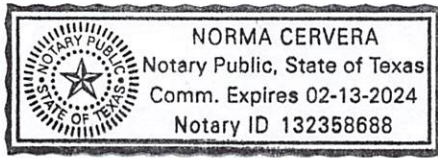
7. Watts Guerra engages advertising companies in relation to Mass Torts specifically only to market (1) online (e.g. via social media and Google) and through (2) radio, and (3) television. Watts Guerra has never, and will never, authorize any advertising firm to make outgoing, unsolicited telephone calls as a part of marketing. Watts Guerra prohibits this and it is well known in the Mass Tort industry that this is unethical and strictly prohibited. I have personally never heard of a Mass Tort advertising company engaging conduct of this kind.

8. I have reviewed the affidavits of our partner Ms. Alicia O'Neill, employees Ms. Donna Coutu and Ms. Kari Archer, and the response of Berken Media to our Cease and Desist Letter. Watts Guerra LLP has no relationship to Berken Media, Robert Kenyon, Consumer Case Helpline, or Gurusagent.com. Watts Guerra has never made any payments to any of those entities, nor has it ever received any correspondence or contracts from those companies. Further, Watts Guerra's vendors do not have a relationship with these companies.

9. Watts Guerra, and its advertising vendors, have no relationship with Berken Media, Robert Kenyon, GurusAgent.com, Susana Valenzuela, Ana Gutierrez, and Consumer Case Helpline.

Further, Affiant saith naught.

Dated this 14th day of June 2022.



Mikal C. Watts

Mikal C. Watts

Subscribed and sworn to before
me this 14th day of June 2022.

Norma Cervera

Notary Public – Texas

My Commission Expires: 02-13-2024